



## CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolution Authorizing City Manager to Execute One-Year Extension of Contract with Jeff Case Construction, of Galt, for Curb, Gutter and Sidewalk Replacement (\$150,000)

**MEETING DATE:** June 20, 2012

**PREPARED BY:** Public Works Director

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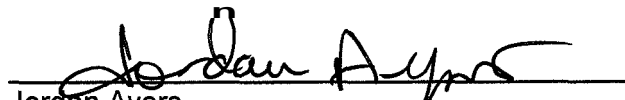
**RECOMMENDED ACTION:** Adopt resolution authorizing City Manager to execute one-year extension of contract with Jeff Case Construction, of Galt, for curb, gutter and sidewalk replacement, in the amount of \$150,000.

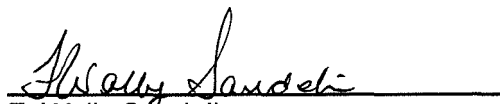
**BACKGROUND INFORMATION:** Curb, gutter and sidewalk replacement is an annual contract administered by the Streets and Drainage Division and is consistent with past practices. This contract is for replacement of miscellaneous concrete defects as guided by the sidewalk replacement program and is implemented by issuing work orders in small increments. In addition, prices from this contract are used for work ordered by the City for repair of sidewalk defects determined to be the property owners' responsibility. The costs for these repairs are reimbursed to the Street fund.

City Council awarded the contract for curb, gutter and sidewalk replacement to Jeff Case Construction on June 15, 2011. Project specifications contain a provision to extend the contract, and Jeff Case Construction has agreed to continue to provide the same level of service at no increase in cost to the City. This contract extension also includes an expanded scope of work in line with the City budget, due to the needs for curb, gutter and sidewalk repair. Due to the high quality of service provided by Jeff Case Construction, staff recommends extending the contract with an expanded scope of work for the upcoming fiscal year.

**FISCAL IMPACT:** The funding for this contract work significantly reduces the City's liability exposure resulting from trip and fall claims.

**FUNDING AVAILABLE:** The funds for this contract will be evenly split between Transportation Development Act (TDA) Bike/Ped (1241) and Measure K (325).

  
Jordan Ayers  
Deputy City Manager/Internal Services Director

  
F. Wally Sandelin  
Public Works Director

Prepared by Kathryn E. Garcia, Compliance Engineer  
FWS/KMG/pmf  
cc: Deputy Public Works Director - Utilities  
Compliance Engineer

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**APPROVED:**   
Konrad Bartlam, City Manager

CONTRACT EXTENSION AGREEMENT  
2011/2012 CURB, GUTTER, AND SIDEWALK REPLACEMENT  
ANNUAL CONTRACT

THIS CONTRACT EXTENSION AGREEMENT, made and entered this \_\_\_\_\_ day of June, 2012, by and between the CITY OF LODI, a municipal corporation, hereinafter called "Owner", and JEFF CASE CONSTRUCTION COMPANY, hereinafter called "Contractor."

WITNESSETH:

WHEREAS; Contractor and Owner entered into the 2011/2012 Curb, Gutter, and Sidewalk Replacement Annual Contract on June 15, 2011.

2. WHEREAS; both parties desire to extend the contract in accordance with Section 5.000 Item 1.5, Option to Renew, of the Special Provisions.
3. WHEREAS; the contract shall include an expanded scope of work, as shown in Exhibit B, not to exceed the contract price of \$150,000 for the duration of this extension.
4. TERM AND TERMS: The term of this Contract Extension Agreement shall be for a period of one (1) year, commencing July 1, 2012 and terminating June 30, 2013. All other terms and conditions will remain as set forth as reflected in the 2011/2012 Curb, Gutter, and Sidewalk Replacement Annual Contract, attached hereto as Exhibit A and made a part hereof as though fully set forth herein.
5. INSURANCE: Contractor shall provide insurance as set forth in the attached Exhibit C, Insurance Requirements for Contractor.
6. BONDS: Contractor shall provide: 1) a faithful performance bond in the amount of 100 percent of the contract extension and 2) a labor and materials bond in the amount of 50 percent of the contract extension.

IN WITNESS WHEREOF, Owner and Contractor have executed this Contract Extension Agreement on \_\_\_\_\_, 2012.

CITY OF LODI, a municipal corporation  
hereinafter called "Owner"

JEFF CASE CONSTRUCTION COMPANY.  
hereinafter called "Contractor"

\_\_\_\_\_  
KONRADT BARTLAM  
City Manager

\_\_\_\_\_  
JEFF CASE  
Owner

Attest:

\_\_\_\_\_  
RANDI JOHL, City Clerk

Approved as to Form:

\_\_\_\_\_  
D. STEPHEN SCHWABAUER, City Attorney



**2011/2012 SIDEWALK REPAIR PROGRAM AND  
MISCELLANEOUS CONCRETE WORK**

**CONTRACT**

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and "JEFF CASE CONSTRUCTION COMPANY, herein referred to as the "Contractor."

**WITNESSETH:**

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Contract consists of the following documents, which are filed in the Public Works Department, which are incorporated herein by this reference, to-wit:

Notice Inviting Bids  
Information to Bidders  
General Provisions  
Special Provisions  
Bid Proposal  
Contract

The July 1992 Edition,  
Standard Specifications,  
State of California,  
Business and Transportation Agency,  
Department of Transportation

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

**ARTICLE I** - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the City the proposed improvements as shown and described in the Contract Documents which are hereby made a part of the Contract.

**ARTICLE II** - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 5.600, "Measurement, Acceptance and Payment," of the General Provisions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

**ARTICLE III** - The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and

subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

**ARTICLE IV** - And the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which **may** arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Contract Documents and the requirements of the Resident Engineer under them, to-wit:

Perform the work necessary to remove and replace curb, gutter and sidewalk in various locations throughout the City and other incidental and related work, all as shown on the plans and specifications for the above project. This is an annual unit price bid and the work will be divided into work orders which will usually range in price between \$500 and \$20,000, **all** as **shown** on the plans and specifications for "2011/2012 Sidewalk Repair Program and Miscellaneous Concrete Work".

**2011/2012 SIDEWALK REPAIR PROGRAM AND  
MISCELLANEOUS CONCRETE WORK**

**SECTION 3  
BID PROPOSAL**

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CITY OF LODI, CALIFORNIA

Date: March, 2011

To the Lodi City Council  
c/o Purchasing Agent

(If delivered by FedEx, UPS or courier):  
310 West Elm Street  
Lodi, CA 95240

(If delivered by mail):  
**P.O.Box 3006**  
Lodi, CA 95241-1910

The undersigned declares that the site has been carefully examined, Information to Bidders, Contract, General Provisions, and the Special Provisions for the construction of various items required for the above-named project and submits this schedule of prices for the items of the bid.

If awarded the Contract, the undersigned agrees to furnish all labor, material and equipment necessary to **complete** said work for this project, excepting those items supplied by the City of Lodi, in strict accordance with the Information to Bidders, General Provisions, Special Provisions and Contract form adopted for the same and the requirements under them of the Engineer, and will take in full **payment** therefor the following unit and total prices, to-wit:

Perform the work necessary to **remove** and replace curb, gutter and sidewalk in various locations throughout the City and other incidental and related work, all as shown on the plans and specifications for the above project. This ~~is~~ an annual unit price bid and the work will be divided into work orders which will usually range in price between \$500 and \$20,000, all as shown on the plans and specifications for "2011/2012 Sidewalk Repair Program and Miscellaneous Concrete Work".

# BID ITEMS

Item	Description	Qty	Unit	Price	Total
1	Saw Cut Concrete	50	LF	\$6.00	\$300.00
2	Remove Sidewalk or Asphalt Concrete	50	SF	6.50	325.00
3	Remove Commercial Sidewalk	10D	SF	12.00	1,200.00
4	Remove Square-Type Curb and Gutter	0	LF	20. @	— — 0 —
5	Remove Vertical-Type Curb and Gutter	0	LF	20.00	0
6	Remove Driveway-Type Curb and Gutter	0	LF	20.00	0
7	Remove Commercial-Type Curb and Gutter	20	LF	25.00	500.00
8	Root Surgery Under Sidewalk or in Planter Area	1	EA	400.00	400.00
9	Root Surgery Under Curb and Gutter	1	EA	400.00	400.00
10	Install Sidewalk or Residential Driveway (0 – 75 SF)	500	SF	10.00	5,000.00
11	install Sidewalk or Residential Driveway (76 – 300 SF)	5250	SF	5.00	26,250.00
12	Install Sidewalk or Residential Driveway (>300 SF)	8000	SF	4.75	38,000.00
13	install Commercial Driveway	250	SF	12.00	3,000.00
14	Install Square-Type Curb and Gutter 7-inch or less (0 – 20 LF)	20	LF	\$ 35.00	\$ 700.00

Item	Description	Qty	Unit	Price	Total
15	Install Square-Type Curb and Gutter 7-inch or less (>20 LF)	50	LF	30.00	1,500.00
16	Install Square-Type Curb and Gutter Greater than 7-inch (0 - 20 LF)	20	LF	35.00	700.00
17	Install Square-Type Curb and Gutter Greater than 7-inch (>20 LF)	50	LF	30.00	1,500.00
18	Install Vertical-Type Curb and Gutter (0 - 20 LF)	20	LF	35.00	700.00
19	Install Vertical-Type Curb and Gutter (>20 LF)	50	LF	30.00	1,500.00
20	Install Driveway-Type Curb and Gutter (0 - 20 LF)	20	LF	35.00	700.00
21	Install Driveway-Type Curb and Gutter (>20 LF)	50	LF	30.00	1,500.00
22	Install Tree Well	1	EA	300.00	300.00
23	Install Furnished Side-Inlet Catch Basin Assembly	1	EA	650.00	650.00
24	Install Catch Basin Barrel	1	EA	950.00	950.00
25	Install Furnished Street Name Sign Base	1	LF	250.00	250.00
26	Miscellaneous Concrete Subgrade Compaction	100	LF	3.00	300.00
27	Move-In Cost for Jobs (<\$200)	1	EA	50.00	50.00
TOTAL BID					86,675.00

The undersigned agrees that in case of default in executing the required contract, within 10 working days after receiving the contract for signature, this Bid Proposal and the acceptance thereof may be considered null and void.

It is understood that no verbal agreement or conversation with any officer, agent or employee of the City, either before or after the execution of the Contract, shall affect or modify any of the terms or obligations of this Bid Proposal,

It is understood that the City will not be responsible for any errors or omissions on the part of the undersigned in making up the bid, nor will bidders be released on account of errors.

The undersigned declares that the only person or persons interested in this proposal as principal or principals is or are the undersigned, and that no person other than the undersigned has any interest in this Bid Proposal or in the contract proposed to be taken; that this proposal is made without any connection with any other person or persons making a bid or proposal for the same purpose; that the proposal is in all respects fair and in good faith and without collusion or fraud; that no City Officer, either elected or appointed, and no City Employee is, shall be or become directly or indirectly interested as principal or principals in this Bid Proposal or in the contract proposed to be made, or in the supplies, work or business to which it relates or in any portions of the profits thereof.

All representations made herein are true and are made under penalty of perjury.



The following information is furnished relative to each subcontractor who will perform work or labor or render services to the undersigned in and about the construction of the project in an amount in excess of one-half of one percent of the total amount of this bid or, on a street, highway or bridge project, work in excess of one-half of one percent or \$10,000, whichever is greater. The undersigned agrees that any portions of the work in excess of the specified amounts shown above and for which no subcontractor is designated herein, will be performed by the undersigned.

<u>Name of Subcontractor</u>	<u>Address</u>	<u>Description of Work</u>

(Attach additional sheets if needed.)

The Undersigned is licensed in accordance with the laws of the State of California,  
License No. 693578, Classification C-8, License Expiration Date  
8-31-2012

Federal Contractor/Employer I.D. No. 91-1838616

Jeff Case

Dated: 3-10-, 2011

Bidder

Jeff Case

Authorized Signature

owner

Title

Partnership

TYPE OF ORGANIZATION

Individual, Partnership or Corporation

(Affix corporate seal if Corporation)

5301 & Tahant Rd.

Address

Galt, CA 95632

(209) 333-9996

Fax

(209) 3674184

Telephone

jeffcasej@yahoo.com

Email

### BID ITEMS

Item	Description	Qty	Unit	Price	Total
1	Saw Cut Concrete	50	LF	\$6.00	\$300.00
2	Remove Sidewalk or Asphalt Concrete	50	SF	\$6.50	\$325.00
3	Remove Commercial Sidewalk	100	SF	\$12.00	\$1,200.00
4	Remove Square-Type Curb and Gutter	0	LF	\$20.00	\$0.00
5	Remove Vertical-Type Curb and Gutter	0	LF	\$20.00	\$0.00
6	Remove Driveway-Type Curb and Gutter	0	LF	\$20.00	\$0.00
7	Remove Commercial-Type Curb and Gutter	20	LF	\$25.00	\$500.00
8	Root Surgery Under Sidewalk or in Planter Area	1	EA	\$400.00	\$400.00
9	Root Surgery Under Curb and Gutter	1	EA	\$400.00	\$400.00
10	Install Sidewalk or Residential Driveway (0 – 75 SF)	500	SF	\$10.00	\$5,000.00
11	Install Sidewalk or Residential Driveway (76 – 300 SF)	5,250	SF	\$5.00	\$26,250.00
12	Install Sidewalk or Residential Driveway (>300 SF)	8,000	SF	\$4.75	\$38,000.00
13	Install Commercial Driveway	250	SF	\$12.00	\$3,000.00
					\$700.00

Item	Description	Qty	Unit	Price	Total
15	Install Square-Type Curb and Gutter 7-inch or less (>20 LF)	50	LF	\$30.00	\$1,500.00
16	Install Square-Type Curb and Gutter Greater than 7-inch (0 - 20 LF)	20	LF	\$35.00	\$700.00
17	Square-Type Curb and Gutter Greater than 7-inch (>20 LF)	50	LF	\$30.00	\$1,500.00
18	Install Vertical-Type Curb and Gutter (0 - 20 LF)	20	LF	\$35.00	\$700.00
19	Install Vertical-Type Curb and Gutter (>20 LF)	50	LF	\$30.00	\$1,500.00
20	Install Driveway-Type Curb and Gutter (0 - 20 LF)	20	LF	\$35.00	\$700.00
21	Install Driveway-Type Curb and Gutter (>20 LF)	50	LF	\$30.00	\$1,500.00
22	Install Tree Well	1	EA	\$300.00	\$300.00
23	Install Furnished Side-Inlet Catch Basin Assembly	1	EA	\$650.00	\$650.00
24	Install Catch Basin Barrel	1	EA	\$950.00	\$950.00
25	install Furnished Street Name Sign Base	1	LF	\$250.00	\$250.00
26	Miscellaneous Concrete Subgrade Compaction	100	LF	\$3.00	\$300.00
<b>TOTAL BID</b>					<b>\$86,675.00</b>

ARTICLE V - By **my** signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI - It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII - The City is to furnish the necessary rights-of-way and easements and to establish lines and grades for the work as specified under the Special Provisions. **All** labor or materials not mentioned specifically as being done by the City will be supplied by the Contractor to accomplish the work as outlined in the specifications.

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract **as** directed by the City during the 2011/2012 fiscal year,

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES TO PAY THE CITY LIQUIDATED DAMAGES AS SET FORTH IN SECTION 6-04.03 OF THE SPECIAL PROVISIONS. CONTRACTOR AGREES THAT THIS AMOUNT MAY BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT,

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date written below.

CONTRACTOR:

CITY OF LODI

JEFF CASE  
By: Jeff Case  
owner  
Title

By: Konradt Bartlam  
City Manager  
Date: 7/27/11

Attest: Randi John  
City Clerk

(CORPORATE SEAL)

Approved as to form:

D. Stephen Schwabauer  
City Attorney

**Jeff Case Construction**  
**Contract # 5882 Extension**

**Exhibit B**

**FOR 2012-2013 SIDEWALK REPAIR PROGRAM AND MISCELLANEOUS CONCRETE**

Item	Description	2012 QTY	Unit	Price	Total
1	Saw Cut Concrete	150	LF	\$ 6.00	\$ 900.00
2	Remove Sidewalk or Asphalt Concrete	8,250	SF	\$ 6.50	\$ 53,625.00
3	Remove Commercial Sidewalk	100	SF	\$ 12.00	\$ 1,200.00
4	Remove Square-Type Curb and Gutter	75	LF	\$ 20.00	\$ 1,500.00
5	Remove Vertical-Type Curb and Gutter	30	LF	\$ 20.00	\$ 600.00
6	Remove Driveway-Type Curb and Gutter	30	LF	\$ 20.00	\$ 600.00
7	Remove Commercial-Type Curb and Gutter	20	LF	\$ 25.00	\$ 500.00
8	Root Surgery Under Sidewalk or in Planter Area	15	EA	\$ 400.00	\$ 6,000.00
9	Root Surgery Under Curb and Gutter	15	EA	\$ 400.00	\$ 6,000.00
10	Install Sidewalk or Residential Driveway (0 - 75 SF)	750	SF	\$ 10.00	\$ 7,500.00
11	Install Sidewalk or Residential Driveway (76 - 300 SF)	3,000	SF	\$ 5.00	\$ 15,000.00
12	Install Sidewalk or Residential Driveway (>300 SF)	4,500	SF	\$ 4.75	\$ 21,375.00
13	Install Commercial Driveway	250	SF	\$ 12.00	\$ 3,000.00
14	Install Square-Type Curb and Gutter 7-inch or less (0 - 20 LF)	30	LF	\$ 35.00	\$ 1,050.00
15	Install Square-Type Curb and Gutter 7-inch or less (>20 LF)	45	LF	\$ 30.00	\$ 1,350.00
16	Install Square-Type Curb and Gutter Greater than 7-inch (0 - 20 LF)	10	LF	\$ 35.00	\$ 350.00
17	Install Square-Type Curb and Gutter Greater than 7-inch (>20 LF)	20	LF	\$ 30.00	\$ 600.00
18	Install Vertical-Type Curb and Gutter (0 - 20 LF)	10	LF	\$ 35.00	\$ 350.00
19	install Vertical-Type Curb and Gutter (>20 LF)	20	LF	\$ 30.00	\$ 600.00
20	Install Driveway-Type Curb and Gutter (0 - 20 LF)	10	LF	\$ 35.00	\$ 350.00
21	Install Driveway-Type Curb and Gutter (>20 LF)	20	LF	\$ 30.00	\$ 600.00
22	Install Tree Well	1	EA	\$ 300.00	\$ 300.00
23	Install Furnished Side-Inlet Catch Basin Assembly	1	EA	\$ 650.00	\$ 650.00
24	Install Catch Basin Barrel	1	EA	\$ 950.00	\$ 950.00
25	Install Furnished Street Name Sign Base	1	LF	\$ 250.00	\$ 250.00
26	Miscellaneous Concrete Subgrade Compaction	8,250	SF	\$ 3.00	\$ 24,750.00
27	Move-In Cost for Jobs (<\$200)	1	EA	\$ 50.00	\$ 50.00
					\$
					\$
					\$
				<b>Totals</b>	<b>\$ 150,000.00</b>



**Insurance Requirements for Contractor** The Contractor shall take out and maintain during the life of this contract, insurance coverage as listed below. These insurance policies shall protect the Contractor and any subcontractor performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from Contractor's operations under this contract, whether such operations be by Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

- |                                                                         |                                                                              |
|-------------------------------------------------------------------------|------------------------------------------------------------------------------|
| 1. <u>COMPREHENSIVE GENERAL LIABILITY</u><br>\$3,000,000 Ea. Occurrence | 2. <u>COMPREHENSIVE AUTOMOBILE LIABILITY</u><br>\$1,000,000 - Ea. Occurrence |
|-------------------------------------------------------------------------|------------------------------------------------------------------------------|

NOTE: Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

**NOTE:** (1) The street address of the CITY OF LODI must be shown along with (a) and (b) above: 221 West Pine Street, Lodi, California, 95241-1910; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

A copy of the certificate of insurance with the following endorsements shall be furnished to the City:

- (a) Additional Named Insured Endorsement  
Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees, and Volunteers as additional named insureds.  
(This endorsement shall be on a form furnished to the City and shall be included with Contractor's policies.)
- (b) Primary Insurance Endorsement  
Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.
- (c) Completed Operations Endorsement  
A certificate of insurance with a Completed Operations Endorsement, CG 20 37 07 04, will be provided to the City of Lodi during construction and for three years after acceptance.
- (d) Severability of Interest Clause  
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.
- (e) Notice of Cancellation or Change in Coverage Endorsement  
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240.

**Compensation Insurance** The Contractor shall take out and maintain during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of the project and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. A waiver of subrogation is required for workers compensation insurance. This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240.

NOTE: No contract agreement will be signed nor will *any* work begin on a project until the proper insurance certificate is received by the City.



RESOLUTION NO. 2012-98

A RESOLUTION OF THE LODI CITY COUNCIL  
AUTHORIZING CITY MANAGER TO EXECUTE  
ONE-YEAR EXTENSION OF CONTRACT FOR CURB,  
GUTTER AND SIDEWALK REPLACEMENT

=====

WHEREAS, on June 15, 2012, City Council awarded the contract for curb, gutter, and sidewalk replacement to Jeff Case Construction, of Galt, California; and

WHEREAS, the specifications included an option to renew the contract, and Jeff Case Construction has offered to extend the existing contract prices through 2013 with no cost increase; and

WHEREAS, this contract extension also includes an expanded scope of work in line with the City budget, due to the needs for curb, gutter, and sidewalk repair; and

WHEREAS, staff recommends executing a one-year extension of the contract with Jeff Case Construction.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the one-year extension of the contract with Jeff Case Construction, of Galt, California, for curb, gutter, and sidewalk replacement in the amount of \$150,000; and

BE IT FURTHER RESOLVED that the City Council does hereby authorize the City Manager to execute the contract extension on behalf of the City of Lodi.

Dated: June 20, 2012

=====


I hereby certify that Resolution No. 2012-98 was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 20, 2012, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Johnson, Katzakian, and  
Mayor Mounce

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – Nakanishi

ABSTAIN: COUNCIL MEMBERS – None

  
RANDI JOHL  
City Clerk